

AMENDMENT TO
PROGRAM GRANT AGREEMENT
(the “Grant Agreement”)
BETWEEN
THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA
(the “Global Fund”)
AND
UNITED NATIONS DEVELOPMENT PROGRAMME
(the “Principal Recipient”)

WHEREAS,

1. the Global Fund entered into the Grant Agreement for Grant Number NGR-506-G05-T with the Principal Recipient on 8 May 2006 for the purpose of providing funds to implement a tuberculosis program in Niger described more fully in the Grant Agreement as “Contribute to the reduction of tuberculosis morbidity and mortality rates ” (the “Program”);
2. In accordance with Article 12 and 20 of the Standard Terms and Conditions of the Grant Agreement, the Grant Agreement was amended by Implementation Letters dated 20 June 2006, 15 January 2007, and 28 February 2008;
3. Article 3.d of the Standard Terms and Conditions” of the Grant Agreement states that “[u]nless the Global Fund agrees otherwise in writing, the Global Fund will not authorize disbursement of the Grant after the ‘Program Ending Date’ (specified in block 5 of the face sheet of this Agreement)”;
4. The “Program Ending Date” specified in block 5 of the face sheet of the Grant Agreement is 30 June 2011; and
5. Subject to certain conditions, the Global Fund wishes to increase the amount of the Grant, to continue disbursement of funds under the Grant and to extend the Program Ending Date,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties hereby agree to amend the Grant Agreement as follows:

1. The existing face sheet of the Grant Agreement is replaced by the face sheet attached hereto.

2. The Standard Terms and Conditions of the Grant Agreement are replaced with those attached hereto.
3. Annex A of the Grant Agreement, (exclusive of any attachments that have formerly been attached to such Annex A) is replaced with the revised Annex A attached hereto entitled "Annex A: Program Implementation Abstract"; and
4. The documents entitled "Performance Framework Year 3 & 4: Indicators, Targets and Periods" and "Summary Budget" attached hereto is attached to Annex A of the Grant Agreement, as revised by this Amendment.

All other provisions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date as stated below.

UNITED NATIONS DEVELOPMENT PROGRAMME

By:  _____
The stamp contains the text: "Programme des Nations Unies Pour le Développement" and "UNDP".

Name: Ms. Khardiata Lo NDiaye

Title: UNDP Resident Representative

Date: 08 SEP. 2008

THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

By:  _____

Name: Prof. Michel Kazatchkine

Title: Executive Director

Date: 11 September 2008

Standard Terms and Conditions

Article 1. PURPOSE OF AGREEMENT

This Agreement between the Global Fund to Fight AIDS, Tuberculosis and Malaria, a non-profit foundation established under the laws of Switzerland (the "Global Fund") and the United Nations Development Programme, a subsidiary organ of the United Nations, with its headquarters in New York, New York, United States of America, as represented by its Resident Representative in the country specified in block 1 of the face sheet of this Agreement (the "Principal Recipient") defines the terms and conditions under which the Global Fund will provide funding to the Principal Recipient to implement or oversee the implementation of the Program whose title is set forth in block 2 of the face sheet of this Agreement (the "Program") for the country specified in block 1 of the face sheet of this Agreement ("Host Country").

Article 2. THE PROGRAM

a. The Program is further described in Annex A of this Agreement, the "Program Implementation Abstract." The Principal Recipient will implement or oversee the implementation of the Program in accordance with the terms of this Agreement, which the Principal Recipient will administer using its regulations, rules and procedures. The Principal Recipient will be responsible and accountable to the Global Fund for all resources it receives under this Agreement and for the results that are to be accomplished.

b. The Global Fund and the Principal Recipient may by agreement in writing from time to time modify Annex A of this Agreement during the implementation of the Program.

Article 3. FISCAL TERMS

a. The Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in block 7 of the face sheet of this Agreement (the "Grant"), which shall be made available to the Principal Recipient under the terms of this Agreement. The Global Fund makes the Grant to the Principal Recipient in response to the Country Coordinating Mechanism's request for financial assistance.

b. Any interest or other earnings on funds disbursed by the Global Fund to the Principal Recipient under this Agreement shall be used for Program purposes, unless the Global Fund agrees otherwise in writing.

c. (1) Total Global Fund funding for the Program is limited to the Grant. Each disbursement of Grant funds shall be subject to the availability of funds to the Global Fund for such purpose at the time of the disbursement. Unless the Global Fund agrees otherwise in writing, the Grant may be used for Program expenditures beginning from the "Program Starting Date" (specified in block 4 of the face sheet of this Agreement). If the Principal Recipient chooses to continue Program activities after the Global Fund funding has been exhausted, the Principal Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

(2) In making funds available for the Program, the Global Fund acknowledges that, in accordance with the Principal Recipient's Financial Regulations and Rules, disbursements to the Principal Recipient must be made in advance of the implementation of the activities to be financed. In the event funds are not available to the Global Fund, the Principal Recipient may reduce, suspend or terminate its support to the Program.

d. The Global Fund and the Principal Recipient estimate that the proposal described in Annex B, as designed and if fully funded and implemented, will be completed by the "Proposal Completion Date" (specified in block 6 of the face sheet of this Agreement). Unless the Global Fund agrees otherwise in writing, the Global Fund will not authorize disbursement of the Grant after the "Program Ending Date" (specified in block 5 of the face sheet of this Agreement) if the Global Fund determines in its sole discretion that satisfactory progress has not been made in implementing the Program before the Program Ending Date or that funds are not available for such disbursement.

e. Conditions Precedent to Disbursement.

(1) Annex A, the Program Implementation Abstract, may state conditions precedent to first disbursement of funds under the Grant or conditions precedent to disbursement of Grant funds for a particular purpose, in excess of a specified amount or after a certain time. Unless the Global Fund and the Principal Recipient agree otherwise in writing, the Principal Recipient must satisfy the stated conditions, in form and substance satisfactory to the Global Fund, before the Global Fund will authorize disbursement of the relevant funds.

(2) The terminal dates for meeting the conditions specified in Annex A are the dates specified in blocks 6A, 6B and 6C (if present) of the face sheet of this Agreement, as indicated for the particular conditions. If the conditions precedent have not been met by the stated terminal date, the Global Fund, at any time, may terminate this Agreement by written notice to the Principal Recipient.

(3) Unless the Global Fund advises the Principal Recipient otherwise in writing, the Principal Recipient will furnish to the Global Fund all items required to satisfy the conditions precedent to disbursement stated in Annex A and shall ensure that members of the Country Coordinating Mechanism receive copies of the items. The Global Fund will promptly notify the Principal Recipient when the Global Fund has determined that a condition precedent has been met.

f. Consistent with numerous United Nations Security Council Resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Global Fund and the Principal Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Global Fund to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Principal Recipient undertakes to use reasonable efforts to ensure that none of the Grant funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Article 4. TAXES AND DUTIES

a. The Principal Recipient shall try to ensure through coordination with the government of the Host Country and the Country Coordinating Mechanism and otherwise that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.

b. The Principal Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or the Grant is entitled.

Article 5. THE TRUSTEE

The Global Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement as of May 31, 2002, by which the World Bank has agreed to establish the "Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria" (the "Trust Fund") and to serve as the trustee of the Trust Fund (the "Trustee"). Grant funds made available to the Principal Recipient will be disbursed from the Trust Fund.

Article 6. DISBURSEMENTS

a. Approximately every three months, the Principal Recipient shall submit to the Global Fund requests for disbursements of funds from the Grant, in form and substance satisfactory to the Global Fund. Requests for disbursement shall be signed by the person or persons authorized by the Principal Recipient to do so. Upon the Global Fund's approval of a request for disbursement, the Global Fund will advise the Trustee to transfer the amount approved by the Global Fund into the account specified in block 9 of the face sheet of this Agreement.

b. The amount approved for disbursement will be based on achievement of Program milestones and the expected cash flow needs of the Principal Recipient. The Global Fund, at any time, may approve for disbursement an amount less than the disbursement request if the Global Fund concludes that the full disbursement request is not justified.

c. Each disbursement under the Grant is subject to the availability of funds to the Global Fund for such disbursement.

Article 7. AUDITS AND RECORDS

a. Books and Records of the Principal Recipient.

The Principal Recipient shall maintain Program accounts, books, records, and all other documents relating to the Program or maintained under the Agreement, adequate to show, without limitation, all costs incurred by the Principal Recipient under the Agreement and the overall progress toward completion of the Program ("Program books and records"). The Principal Recipient shall maintain Program books and records in accordance with United Nations Accounting Standards. Program books and records shall be maintained for at least three years after the date of last disbursement under this Agreement or for such longer period, if any, required to resolve any claims or audit findings.

b. Principal Recipient Audits.

The Principal Recipient shall have financial audits conducted of Program expenditures in accordance with its internal and external auditing practices. The Principal Recipient agrees to provide to the Global Fund a copy of biennial financial statements, as audited by its external auditors, the UN Board of Auditors.

c. Certified Financial Statement.

Not later than June 30 of each year, the Principal Recipient shall submit to the Global Fund a statement, certified by the Comptroller of the Principal Recipient, of income and expenditure of the Program during the preceding year.

d. Sub-recipient Audits.

The Principal Recipient shall submit to the Global Fund a plan, acceptable to the Global Fund, for the audit of the expenditures of Sub-recipients under the Program. The Principal Recipient shall ensure that Sub-recipients are audited in accordance with the plan, unless the Global Fund and the Principal Recipient agree otherwise in writing. Upon request, the Principal Recipient shall furnish or cause to be furnished to the Global Fund a copy of reports of audits carried out under the plan.

e. Ad-hoc Site Visits

The Principal Recipient shall afford authorized representatives of the Global Fund and its agents or any third party of which the Global Fund notifies the Principal Recipient the opportunity at all reasonable times on an ad hoc basis to make visits related to operations financed by the Grant. The purpose of such ad hoc site visits is to allow the Global Fund to be in a position to report to its constituencies on the implementation of the Program and to determine whether value for money has been obtained. In connection with such visits, the Principal Recipient will make available to the Global Fund all relevant financial information drawn from the relevant accounts and records.

f. Notification.

The Principal Recipient shall notify the Global Fund promptly in writing of any audits of activities financed by this Agreement initiated by or at the request of an audit authority of the Government of the Host Country or of any other entity.

Article 8. REFUNDS

a. In the case of any disbursement of the Grant that is not made or used in accordance with this Agreement, or that finances goods or services that are not used in accordance with this Agreement, the Global Fund, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Principal Recipient to refund the amount of such disbursement in United States dollars to the Global Fund within sixty (60) days after the Principal Recipient receives the Global Fund's request for a refund.



b. If the Principal Recipient's failure to comply with any of its obligations under this Agreement has the result that goods or services financed or supported by the Grant are not used in accordance with this Agreement, the Global Fund may require the Principal Recipient to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in United States dollars to the Global Fund within sixty (60) days after receipt of a request therefor.

c. The right under paragraphs (a) or (b) of this Article to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

Article 9. ADDITIONALITY

In accordance with the criteria governing the selection and award of this Grant, the Global Fund has awarded the Grant to the Principal Recipient on the condition that the Grant is in addition to the normal and expected resources that the Host Country usually receives or budgets from external or domestic sources. In the event such other resources are reduced to an extent that it appears, in the sole judgment of the Global Fund, that the Grant is being used to substitute for such other resources, the Global Fund may terminate this Agreement in whole or in part under Article 21 of this Agreement.

Article 10. PROGRAM COOPERATION AND COORDINATION

a. The Country Coordinating Mechanism

(1) The Principal Recipient hereby acknowledges that:

(a) the Country Coordinating Mechanism (of which the Principal Recipient is a part) is the group that coordinates the submission of proposals to the Global Fund from the Host Country and monitors the implementation of activities under approved programs;

(b) the Country Coordinating Mechanism functions as a forum to promote true partnership development and participation of multiple constituencies, including Host Country governmental entities, donors, nongovernmental organizations, faith-based organizations and the private sector;

(c) the Country Coordinating Mechanism should encourage multisectoral program approaches and ensure linkages and consistency between Global Fund assistance and other development and health assistance programs, including but not limited to multilateral loans, bilateral grants, Poverty Reduction Strategy Programs, and sector-wide assistance programs; and

(d) the Country Coordinating Mechanism should encourage its partners to mobilize broadly to fight diseases of poverty, to seek increased financial resources and technical assistance for that purpose, and to ensure the sustainability of local programs, including those supported by the Global Fund.

(2) The Principal Recipient will cooperate with the Country Coordinating Mechanism and the Global Fund to assure that the purpose of this Agreement will be

accomplished. To this end, the Principal Recipient and the Global Fund, at the request of either or of the Country Coordinating Mechanism, will exchange views on the progress of the Program, the performance of obligations under this Agreement, and the performance of any consultants, contractors, or suppliers engaged in the Program, and other matters relating to the Program.

(3) The Principal Recipient shall actively assist the Country Coordinating Mechanism to meet regularly to discuss plans, share information and communicate on Global Fund issues. The Principal Recipient shall keep the Country Coordinating Mechanism continuously informed about the Program and the Principal Recipient's management thereof and shall furnish to the Country Coordinating Mechanism such reports and information as the Country Coordinating Mechanism may reasonably request. The Principal Recipient understands that the Global Fund may, in its discretion, share information with the Country Coordinating Mechanism.

(4) The Principal Recipient shall coordinate its activities with the activities of related or substantially similar programs in the Host Country.

(5) The Global Fund and the Principal Recipient may agree in Implementation Letters, in accordance with Article 12 below, on additional responsibilities of the Principal Recipient with respect to the Country Coordinating Mechanism.

b. Sub-recipients

(1) From time to time, the Principal Recipient may, under this Agreement, provide funding to other entities to carry out activities contemplated under the Program ("Sub-recipients"). The Principal Recipient will be responsible for the results it and Sub-recipients (if any) are to accomplish. The Principal Recipient shall ensure that all agreements with Sub-recipients ("Sub-recipient Agreements") are consistent with this Agreement. Prior to any disbursement of Grant funds to a Sub-recipient, the Principal Recipient shall obtain and maintain in effect a certification from such Sub-recipient that such Sub-recipient shall (i) undertake best efforts to ensure that none of the Grant funds received by it are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by the Principal Recipient under the Sub-recipient Agreement do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999); and (ii) ensure that the same undertaking is included in all sub-contracts or sub-agreements entered into under the Sub-recipient Agreement. The Principal Recipient shall furnish the Global Fund a copy of the form or forms of agreement, acceptable to the Global Fund, that the Principal Recipient will use with Sub-recipients.

(2) The Principal Recipient's accountability and reporting shall encompass the funds disbursed to all Sub-recipients and to the activities Sub-recipients carry out using Program funds. The Principal Recipient shall have systems in place to assess (before the Principal Recipient transfers any resources to a Sub-recipient) the capacity of Sub-recipients, monitor their performance, and assure regular reporting from them in accordance with this Agreement. The Principal Recipient shall comply with such systems to assess Sub-recipients and supervise and monitor their activities and reporting under the Program. If the Principal Recipient finds that a Sub-recipient does not possess the required capacity to carry out the activities envisioned under the Program, the Principal Recipient will consult with the Country

Coordinating Mechanism and the Global Fund about how the situation should most appropriately be addressed.

(3) With respect to Sub-recipients or other third parties that enter into agreements with the Principal Recipient, the Global Fund shall assume no responsibility for the actions of such Sub-recipients or other third parties.

c. Other Principal Recipients

In addition to the Principal Recipient, the Global Fund may from time to time award grants to other entities, as possibly proposed by the Country Coordinating Mechanism, to implement programs in the Host Country. The Principal Recipient will cooperate as appropriate with such other entities to realize the benefits of all programs financed by the Global Fund.

d. The LFA

(1) The Global Fund has entrusted an entity, as indicated in block 11 of the face sheet of this Agreement, (the "LFA"), to assist the Global Fund in its oversight role during the implementation of the Program.

(2) The Principal Recipient shall cooperate fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, *inter alia*, do the following, unless the Global Fund specifies otherwise in writing:

(a) submit all reports, disbursement requests and other communications required under this Agreement to the Global Fund through the LFA;

(b) submit to the LFA copies of all audit reports required under Article 7.d of this Agreement;

(c) permit the LFA to perform ad hoc site visits at the times and places decided by the LFA; and

(d) cooperate with the LFA in other ways that the Global Fund may specify in writing.

(3) For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 11 of the face sheet of this Agreement, unless the Global Fund notifies the Principal Recipient otherwise in writing.

Article 11. COMMUNICATIONS

Any notice, request, document, report, or other communication submitted by either the Principal Recipient or the Global Fund, unless this Agreement expressly provides otherwise or the Global Fund and the Principal Recipient agree otherwise in writing, will be sent to the other party's Authorized Representative (noted in block 15 or 16 of the face sheet of this Agreement) or Additional Representative (noted in block 12 or 13 of the face sheet of this

Agreement. In the case of communications to the Global Fund through the LFA, the Principal Recipient shall submit such communications to the person identified in block 11 of the face sheet of this Agreement. All communications under this Agreement will be in English, unless the Global Fund and the Principal Recipient agree otherwise in writing.

Article 12. IMPLEMENTATION LETTERS

To assist the Principal Recipient in the implementation of this Agreement, the Global Fund will from time to time issue Implementation Letters that will furnish additional information and guidance about matters stated in this Agreement. In addition, the Global Fund and the Principal Recipient may from time to time issue jointly signed Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

Article 13. REPORTS

a. Unless the Global Fund advises the Principal Recipient otherwise in writing, the Principal Recipient shall furnish to the Global Fund the reports specified in paragraph b below at the interval indicated or such other interval to which the Global Fund and the Principal Recipient may agree in writing. The reports shall cover all funds and activities financed under the Grant. In addition, the Principal Recipient shall furnish to the Global Fund such other information and reports at such times as the Global Fund may request. The Global Fund will from time to time specify in Implementation Letters the guidelines for the contents and formats of the reports. The Principal Recipient shall furnish to the Country Coordinating Mechanism a copy of all reports the Principal Recipient submits to the Global Fund.

b. Required Reports

(1) Quarterly Reports

Not later than 45 days after the close of each quarter of the Principal Recipient's fiscal year, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a periodic report on the Program. The report shall reflect (i) financial activity during the quarter in question and cumulatively from the beginning of the Program until the end of the reporting period; and (ii) a description of progress towards achieving the agreed-upon milestones set forth in Annex A. The Principal Recipient shall explain in the report any variance between planned and actual achievements for the period in question.

(2) Annual Reports

Not later than 45 days after the close of each fiscal year of the Principal Recipient, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, an annual financial and programmatic monitoring report (in addition to the quarterly reports) covering the preceding fiscal year.

(3) Phase Two Reporting

The Principal Recipient shall cooperate with the Global Fund, the Country Coordinating Mechanism, and other actors as necessary and appropriate to provide for the timely filing of an application for the continuation of funding beyond the Program End Date.

Article 14. MONITORING

The Principal Recipient will follow a principle of results-based monitoring congruent with the Global Fund's results-based disbursement approach. Not later than 90 days after this Agreement enters into force, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan for monitoring the Program. The Global Fund will specify in Implementation Letters the guidelines for the plan.

Article 15. EVALUATION

The Global Fund, in its discretion, may conduct an independent evaluation of the Program. The Global Fund evaluation will conform to international best practice standards that include a focus on results, transparency and substantive accountability. The Global Fund will collaborate with the Evaluation Office of the Principal Recipient to specify, in consultation with the Country Coordinating Mechanism, the terms of reference for the evaluation and to plan, schedule and implement the evaluation. The Principal Recipient shall require all Sub-recipients to cooperate fully in the execution of the evaluation. The Global Fund will provide the Principal Recipient with a copy of the report of the evaluation.

Article 16. DISSEMINATION OF INFORMATION

The Global Fund and the Principal Recipient may make the information derived from the implementation of this Program available to the domestic and international community, consistent with the rights of individuals to privacy, the property rights of persons in trade secrets and confidential commercial or financial information. The Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this Program.

Article 17. CONTRACTS FOR GOODS AND SERVICES.

a. Unless the Global Fund agrees otherwise in writing, the Principal Recipient shall disclose to the Global Fund the policies and practices that it will use to contract for goods and services under this Agreement. At a minimum, such policies and practices shall conform to requirements 1 through 5 listed below.

- (1) Contracts shall be awarded, to the extent practical, on a competitive basis.
- (2) Solicitations for goods and services shall be based upon a clear and accurate description of the goods or services to be acquired.
- (3) Contracts shall be awarded only to responsible contractors that possess the potential ability to successfully perform the contracts.

(4) No more than a reasonable price (as determined, for example, by a comparison of price quotations and market prices) shall be paid to obtain goods and services.

(5) The Principal Recipient shall maintain records regarding the receipt and use of goods and services acquired under the Agreement by the Principal Recipient, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the Principal Recipient, and the basis of award of Principal Recipient contracts and orders.

b. Title to goods or other property financed under this Agreement shall be in the name of the Principal Recipient or such other entity as the Principal Recipient may designate and shall be disposed of by the Principal Recipient during the life of the Program or at its completion in accordance with Article 19 below.

c. From time to time, the Global Fund will issue Implementation Letters to further advise the Principal Recipient regarding policies applicable to contracts for goods and services using Grant funds.

Article 18. PHARMACEUTICAL AND OTHER HEALTH PRODUCTS

As used in this Article, the following terms shall have the meanings given to them below:

“WHO” means the World Health Organization.

The terms “medicines,” “multisource pharmaceutical product,” and “pharmaceutical products” have the meanings used by the WHO in the “Glossary” of its “Marketing Authorization of Pharmaceutical Products with Special Reference to Multisource (Generic) Products: A Manual for Drug Regulatory Authorities.”

The term “health products” includes pharmaceutical products, diagnostic technologies and supplies, bed nets, insecticides, aerial sprays against mosquitoes, other products for prevention (e.g., condoms), or laboratory equipment and supportive products (e.g., microscopes and reagents).

The term “stringent regulatory authority” means the regulatory authority of (a) a member of the Pharmaceutical Inspection Convention or an entity participating in the Pharmaceutical Inspection Co-operation Scheme; or (b) a member of the International Conference on Harmonisation of Technical Requirements for the Registration of Pharmaceuticals for Human Use.

The term “WHO Prequalification Program” means the United Nations Prequalification Program managed by the WHO, which aims to facilitate access to medicines that meet unified standards of quality, safety and efficacy for HIV/AIDS, malaria and tuberculosis.

The term “WHO-recognized laboratories” means laboratories that are included in the WHO’s list of national drug quality control laboratories, which is available upon request from the WHO.

The term “GMP” means Good Manufacturing Practice as such term is used by the WHO in its “Marketing Authorization of Pharmaceutical Products with Special Reference to Multisource (Generic) Products: A Manual for Drug Regulatory Authorities.”

With respect to a Host Country, the term “National Drug Regulatory Authority” means the cognizant national drug regulatory authority in such Host Country.

With respect to sub-section g(c) of this Article, a product is “unavailable” when its manufacturer is unable to supply a sufficient quantity of the finished product within 90 days of the date of order.

When a Sub-recipient carries out procurement of a health product, the Principal Recipient shall ensure that such procurement is carried out in compliance with this Article.

a. Procurement assessment and procurement plan

Due to the complexity and significant risks of the procurement of health products, no Grant funds may be used to finance such procurement until:

(1) the Global Fund has approved an assessment of the Principal Recipient’s capability to manage such procurement; and

(2) the Principal Recipient has submitted to the Global Fund, in form and substance satisfactory to the Global Fund, a plan for the procurement and use of the health products that will be procured that is consistent with this Article, (the “Procurement Plan”). The Procurement Plan shall include a plan to procure and use diagnostic technologies and supplies and other major categories of supplies related to the provision of the medicines.

The Global Fund shall advise the Principal Recipient in writing when it has approved the procurement plan. The Principal Recipient shall ensure that procurement under the Program is carried out in accordance with the procurement plan.

b. List of medicines to be procured

The Principal Recipient shall ensure that Grant funds are not used to procure medicines that do not appear in current standard treatment guidelines or essential medicines lists of the World Health Organization, the Host Country government, or the Recipient or Sub-recipient. The procurement plan shall include a listing of the standard treatment guidelines and essential medicines lists that will apply to the Program.

c. Forecasting and inventory management

The Principal Recipient shall:

(1) systematically and regularly update forecasts of the quantities of pharmaceutical and other health products needed for the Program. Initial forecasts for new activities shall be based on morbidity, adjusting the potential demand in light of realistic estimates of the anticipated capacity to deliver services. Forecasts for ongoing activities shall be based on consumption;



(2) monitor forecasts and regularly compare estimated needs for pharmaceutical and other health products under the Program with actual consumption of such products and report this information to the Global Fund;

(3) develop a plan and information system to minimize the risk that products will be out of stock;

(4) not less frequently than semi-annually, report to the Global Fund how often products are out of stock; and

(5) establish (or ensure the establishment of) product-specific levels of local buffer stocks and closely monitor them.

d. Procurement responsibilities

In circumstances where the Global Fund has determined that the Principal Recipient possesses the requisite procurement capacity, the Principal Recipient shall be responsible for all procurement under the Agreement, and at its discretion, may use, or permit its Sub-recipients to use, contracted local, regional or international procurement agents to conduct procurements. If the Global Fund has not determined that the Principal Recipient possesses the requisite procurement capacity, the Principal Recipient shall use established regional or international procurement agents or other mechanisms acceptable to the Global Fund, but shall remain responsible for compliance of all procurement with the terms of the Article.

In all cases, the Principal Recipient is encouraged to use, or cause Sub-recipients to use, capable regional and global procurement services wherever pooling of demand lowers prices for products of assured quality.

e. Procurement practices

The Principal Recipient shall ensure that the procurement of pharmaceutical products under this Agreement adheres to the Interagency Operational Principles for Good Pharmaceutical Procurement, unless, in cases where actual practices differ from the Interagency Operational Principles for Good Pharmaceutical Procurement, the Principal Recipient demonstrates, in form and substance satisfactory to the Global Fund, a comparable system of competitive procurement by a group of pre-qualified suppliers, transparency and accountability to their practices, and the application of necessary quality assurance mechanisms.

f. Lowest possible price

The Principal Recipient shall use good procurement practices, including competitive purchasing from qualified manufacturers and suppliers, as outlined in item e above, to attain the lowest price of products, consistent with quality assurance.

g. Compliance with quality standards

Pharmaceutical products may be financed by Grant funds under the Agreement only if the quality standards of such pharmaceutical products can be assured.

For multi-source pharmaceutical products for which the monograph of the finished dosage was published in the International, U.S. or U.K. Pharmacopeia before 10 October 2002, the Principal Recipient may verify compliance with applicable standards in accordance with existing national procedures of the Host Country.

Grant funds may be used to procure a single- or limited-source pharmaceutical product (that is, a pharmaceutical product for which there are not publicly available quality assurance standards, analytic methods, and reference standards and/or a pharmaceutical product for which the monograph of the finished dosage form was published in the International, U.S or U.K Pharmacopeia on or after 10 October 2002) provided that such product meets one of the following standards:

- (1) such product is acceptable under the WHO Prequalification Program; or
- (2) such product has been authorized for use by a stringent regulatory authority;

or

(3) such product has been authorized for use by the National Drug Regulatory Authority; provided that this clause shall only apply until April 30, 2005.

After April 30, 2005, Grant funds may only be used to procure single- or limited-source pharmaceutical products that meet the requirements of either (1) or (2) of this sub-section g, provided that:

(a) Contracts entered into by the Principal Recipient on or before April 30, 2005 with suppliers for products that qualified for purchase under clause (3) of this sub-section g may be honored until such contracts expire or otherwise terminate.

(b) After April 30, 2005, the Principal Recipient may not enter into any new contracts, nor extend any existing contracts, for the supply of products that would have qualified for purchase under clause (3) of this sub-section g prior to April 30, 2005.

(c) If the Principal Recipient determines that there is only one or no equivalent pharmaceutical product that meets the standards of either (1) or (2) of this sub-section g, or if the Principal Recipient determines that the products that meet these standards are unavailable and represents the same to the Global Fund, and the Global Fund does not object, then Grant funds may be used to procure another equivalent pharmaceutical product, provided that such product is selected in accordance with the following, in order of priority:

- (i) the manufacturer has submitted an application for approval of such product to the WHO Prequalification Program or a stringent regulatory authority and such product is manufactured at a site that is compliant with the standards of GMP, as certified (after inspection) by the WHO or a stringent regulatory authority; or
- (ii) if the manufacturer of such product has not submitted an application for approval of such product to the WHO Prequalification Program or a stringent regulatory authority, such product is manufactured at a GMP-compliant

manufacturing site, as certified (after inspection) by the WHO or a stringent regulatory authority.

The Principal Recipient shall promptly notify the Global Fund in writing if it procures any products pursuant to the criteria in clause (i) or (ii) above.

(d) The Global Fund shall contract an independent third-party to conduct random quality analysis of products being procured pursuant to the criteria in clause (c)(i) or (ii) above to ensure the quality of such products. The Principal Recipient shall permit (and shall ensure that Sub-recipients permit) such third party (and/or its agents) to access its storage sites and to remove samples of products procured pursuant to the criteria in clause (c)(i) or (ii) above for such analysis.

(e) With respect to a product procured pursuant to the criteria in clause (c)(i) or (ii) above, in the event that: (i) the application submitted by a manufacturer to the WHO Prequalification Program or a stringent regulatory authority for approval of such product is no longer under consideration; or (ii) an independent third party contracted by the Global Fund determines that the quality of such product is unacceptable, then the Principal Recipient shall promptly terminate the contract with the supplying manufacturer for such product.

(f) Procurement of products according to criteria in clause (c)(i) or (ii) above should be time-limited and the Principal Recipient should procure products meeting the criteria in clauses (1) or (2) of this sub-section g as soon as possible.

In all cases, pharmaceutical products financed by Grant funds under the Agreement shall satisfy quality standards prescribed from time to time by the Global Fund.

h. National drug registration

If pharmaceutical products intended for use under the Program require approval by the National Drug Regulatory Authority in the Host Country, such pharmaceutical products may be financed under this Agreement only if they have been granted such approval.

i. Monitoring supplier performance

The Principal Recipient shall monitor the performance of suppliers with respect to the quality of the goods and services they supply and shall submit the information gathered to the Global Fund electronically for publication over the Internet through a mechanism to be established or specified by the Global Fund.

j. Monitoring product quality

The Principal Recipient shall systematically ensure that random samples of pharmaceutical products financed under the Agreement are tested for compliance with applicable quality standards. In particular, the Principal Recipient shall ensure that random samples of:

- (1) Multi-Source Pharmaceutical Products described in sub-section g. above and financed under this Agreement are systematically tested for quality control purposes in WHO-recognized laboratories, where the National Drug Regulatory Authority of the Host Country does not have the capacity to conduct such tests.

- (2) Single or Limited-Source Pharmaceutical Products and Other Pharmaceutical Products described in clause (1) of sub-section g. above and financed under this Agreement are systematically tested for quality control purposes in laboratories that are accredited under the WHO Prequalification Program, where the National Drug Regulatory Authority of the Host Country does not have the capacity to conduct such tests.
- (3) Single Source or Limited-Source Pharmaceutical Products and Other Pharmaceutical Products described in clause (2) of sub-section g. above and financed under this Agreement are systematically tested for quality control purposes in either (1) WHO-recognized laboratories; or (2) laboratories located in an ICH and/or PIC/S country, where the National Drug Regulatory Authority of the Host Country does not have the capacity to conduct such tests.

In addition, the Principal Recipient shall have appropriate monitoring systems in place that are acceptable to the Global Fund or provide for the use of international procurement agencies acceptable to the Global Fund.

k. Supply chain

With regard to the supply chain for pharmaceutical and other health products financed under the Program, the Principal Recipient shall seek to ensure optimal reliability, efficiency and security.

l. Avoidance of diversion

The Principal Recipient shall implement and ensure that Sub-recipients implement procedures that will avoid the diversion of Program-financed health products from their intended and agreed-upon purpose. The procedures should include the establishment and maintenance of reliable inventory management, first-in first-out stock control systems, internal audit systems, and good governance structures to ensure the sound operation of these systems.

m. Adherence to treatment protocols, drug resistance and adverse effects

The Principal Recipient shall implement mechanisms to:

- (1) encourage patients to adhere to their prescribed treatments (which mechanisms shall include but not be limited to fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support);
- (2) monitor and contain drug resistance; and
- (3) monitor adverse drug reactions according to existing international guidelines.

To help limit resistance to second-line tuberculosis drugs and to be consistent with the policies of other international funding sources, all procurement of medicines to treat multi-

drug resistant tuberculosis financed under the Agreement must be conducted through the Green Light Committee of the Global Stop TB Partnership.

n. Price Reporting Mechanism

Upon receipt in the country of Health Products procured using Grant funds, the Principal Recipient shall report the prices it has paid for such Health Products and other related supply information using the Price Reporting Mechanism available on the website of the Global Fund or such other suitable tool as the Secretariat may make available for this purpose. The Principal Recipient understands and acknowledges that compliance with this reporting obligation is a condition for disbursement of Grant funds.

Article 19. UTILIZATION OF GOODS AND SERVICES

All goods and services financed with Grant funds will, unless otherwise agreed in writing by the Global Fund, be devoted to the Program until the completion or termination of this Agreement, and thereafter unless the Principal Recipient and the Global Fund agree otherwise, any remaining property shall be transferred to the Global Fund. The Global Fund shall deal directly with the local authorities as necessary and appropriate regarding any such transfer.

Article 20. AMENDMENT

No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and the Principal Recipient.

Article 21. TERMINATION; SUSPENSION

a. Either the Global Fund or the Principal Recipient may terminate this Agreement in whole or in part upon giving the other party 60 days written notice. Either the Global Fund or the Principal Recipient may suspend this Agreement in whole or in part upon giving the other party seven days written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

b. In the event that the Principal Recipient terminates this Agreement, it shall, if requested by the Global Fund, do its utmost to help to identify a suitable new entity to assume the responsibilities of implementing the Program.

c. Notwithstanding the termination of this Agreement, the Principal Recipient may use portions of the Grant that have already been disbursed to it to satisfy commitments and expenditures already incurred in the implementation of the Program before the date of termination. After the Principal Recipient has satisfied such commitments and liabilities, it will return all remaining Grant funds to the Global Fund or dispose of such funds as directed by the Global Fund.

d. In addition, upon full or partial termination or suspension of this Agreement, the Global Fund may, at the Global Fund's expense, direct that title to goods financed under the Grant, be transferred to the Global Fund if the goods are in a deliverable state.



**Article 22. NOVATION; TRANSFER OF PRINCIPAL RECIPIENT
RESPONSIBILITIES UNDER THIS AGREEMENT**

If at any time, either the Principal Recipient or the Global Fund concludes that the Principal Recipient is not able to perform the role of Principal Recipient and to carry out its responsibilities under this Agreement or if, for whatever reason, the Global Fund and the Principal Recipient wish to transfer some or all of the responsibilities of the Principal Recipient to another entity that is able and willing to accept those responsibilities, then the Global Fund and the Principal Recipient may agree that the other entity (“New Principal Recipient”), may be substituted for the Principal Recipient in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New Principal Recipient agree, in consultation with the Country Coordinating Mechanism. The Principal Recipient hereby agrees to cooperate fully to make the transfer as smooth as possible.

Article 23. NONWAIVER OF REMEDIES.

No delay in exercising any right or remedy under this Agreement will be construed as a waiver of such right or remedy.

Article 24. SUCCESSORS AND ASSIGNEES

This Agreement shall be binding on the successors and assignees of the Principal Recipient and the Agreement shall be deemed to include the Principal Recipient’s successors and assignees. However, nothing in this Agreement shall permit any assignment without the prior written approval of the Global Fund.

Article 25. LIMITS OF GLOBAL FUND LIABILITY

a. The Global Fund shall be responsible only for performing the obligations specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the Country Coordinating Mechanism, the Principal Recipient, Sub-recipients or any other person or entity as a result of this Agreement or the implementation of the Program.

b. The Principal Recipient undertakes the Program on its own behalf and not on behalf of the Global Fund. This Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the Principal Recipient or any other person involved in the Program. The Global Fund assumes no liability for any loss or damage to any person or property arising from the Program.

Article 26. ARBITRATION

a. Any dispute between the Global Fund and the Principal Recipient arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with UNCITRAL Arbitration Rules as at present in force. The Global Fund and the Principal Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim.

b. For any dispute for which the amount at issue is 100,000 United States dollars or less, there shall be one arbitrator.

c. For any dispute for which the amount at issue is greater than 100,000 United States dollars, there shall be three arbitrators appointed as follows: The Global Fund and the Principal Recipient shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third who shall be the chairperson.

Article 27. CONFLICTS OF INTEREST; ANTI-CORRUPTION

a. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the Principal Recipient shall maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

b. No person affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

c. If the Principal Recipient has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the Principal Recipient, the Country Coordinating Mechanism, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program, the Principal Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

d. The Global Fund and the Principal Recipient shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice

Article 28. PRIVILEGES AND IMMUNITIES

Nothing in or related to this Agreement may be construed as a waiver, express or implied of:

a. the privileges and immunities of the Principal Recipient pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the

General Assembly of the United Nations on November 21, 1947 or otherwise under any international or national law, convention or agreement; or

b. the privileges and immunities accorded to the Global Fund under (i) international law including international customary law, any international conventions or agreements, (ii) under any national laws including but not limited to the to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Abstract

Country:	The Republic of Niger
Program Title:	Contribute to the Reduction of Tuberculosis Morbidity and Mortality Rates Within the Scope of Reducing Poverty and Reaching the Millennium Development Goals
Grant Number:	NGR-506-G05-T
Disease:	Tuberculosis
Principal Recipient:	United Nations Development Programme (UNDP)

A. PROGRAM DESCRIPTION

1. **Background and Summary:**

Niger is classified as a low-income country with a population of nearly 11 million over an area of 1,267,000 km². It has the highest fertility rate in the world with 7.5 children per woman and a 3.1% population growth rate per year. 15% of the country's population is nomadic.

Since the 1960s, tuberculosis (TB) has been considered and managed as a public health priority in Niger. The tuberculosis control program was maintained and coordinated by the National Anti-Tuberculosis Centre and its representative offices. This vertical and centralized approach has since been replaced and Niger has instead opted for a decentralized strategy, calling for the integration of anti-tuberculosis activities into health-care services. Tuberculosis infection has registered a sharp increase in 2005, with the number of cases detected in one region per day increasing seven-fold (from 2 to 15). In 2004, 4,981 new smear positive cases have been registered. The total number of all forms of TB rose to 7,350, with an estimated incidence rate of 150 cases per 100,000 inhabitants, and a screening rate of 42.7%.

This Program will address gaps in financing the National Tuberculosis Control Program (NTCP) and will considerably expand and strengthen the comprehensive response to TB, by increasing the screening rate of new smear-positive cases and its coverage, improving the quality of Directly Observed Treatment, Short-Course (DOTS), managing TB/HIV patients, and raising community awareness.

2. **Goal:**

To contribute to the reduction of tuberculosis morbidity and mortality rates within the scope of reducing poverty and famine as well as combating the emergence of HIV/AIDS.

3. **Target Groups/Beneficiaries:**

- Women mediators at community level;

- Youth, through youth organizations, and national education structures;
- Mobile population;
- Religious communities, community-based organizations (CBOs), non-governmental organizations (NGOs) and civil societies;
- TB/HIV patients;
- TB patients; and
- Health care structures and the NTCP.

4. Strategies:

- Improve quality of TB case management by increasing the treatment success rate for those who test positive for pulmonary tuberculosis (TPM+);
- Improve the TPM+ screening rate;
- Closely manage TB/HIV co-infection cases in 20 districts in order to ensure an increase in case management; and
- Strengthen organisational and management capacities of the program and of NGOs.

5. Planned Activities:

- Training and recycling of laboratories agents;
- Equipping and rehabilitating infrastructures/laboratories;
- Procurement of drugs;
- Improving case management of TB patients in treatment centers;
- Providing counseling and screening to patients who have tuberculosis and HIV;
- Developing partnerships with CBOs;
- Conducting awareness campaign, promotion and communication activities;
- Strengthening of capacities at the National Tuberculosis Control Program; and
- Knowledge, Attitude and Practices surveys.

B. CONDITIONS PRECEDENT TO DISBURSEMENT

1. Conditions Precedent to First Disbursement in Phase 1 (Terminal Date as stated in block 6A of the Face Sheet)

Before first disbursement of Grant funds, the Principal Recipient will, except as the Global Fund and the Principal Recipient may otherwise agree in writing, deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a letter signed by the Authorized Representative of the Principal Recipient setting forth the name, title and authenticated specimen signature of each person authorized to sign disbursement requests under Article 6 of the Standard Terms and Conditions of this Agreement and, in the event a disbursement request may be signed by more than one person, the conditions under which each may sign.

2. Condition(s) Precedent to Second Disbursement in Phase 1 (Terminal Date as stated in block 6B of the Face Sheet)

Before second disbursement of Grant funds, the Principal Recipient will, except as the Global Fund and the Principal Recipient may otherwise agree in writing, deliver to the Global Fund, in form and substance satisfactory to the Global Fund, evidence that the Principal Recipient has fully staffed the Program management unit with persons of appropriate professional expertise.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. Not later than the end of the first year after the Program Starting Date, the Principal Recipient shall upgrade all warehouses where pharmaceutical products are stored under the Program so that such warehouses comply with international standards for pharmaceutical storage. The Principal Recipient shall conduct the upgrade of the warehouses so that it does not adversely affect the quality of the work at the warehouses or disrupt the distribution of pharmaceutical products from them.

2. The disbursement by the Global Fund or use by the Principal Recipient of Grant funds to finance the procurement of health products (as defined in Article 18 of the Standard Terms and Conditions of this Agreement), after the Principal Recipient's arrangement for procurement of anti-TB drugs through the Global Drug Facility has ended shall be subject to the following conditions:

a. The delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a plan for the procurement, use and supply management of the health products (the "Procurement Plan");

b. Evidence of an assessment, satisfactory in form and substance to the Global Fund, of the Principal Recipient's capability to manage the procurement of health products; and

c. The written approval of the Procurement Plan by the Global Fund.

3. Not later than nine months after the Program Starting Date, the Principal Recipient will upgrade the drug management information system to fully comply with recommendations of the Global Drug Facility in order to ensure continuous funding from the Global Drug Facility.

4. Before the end of Year 3, the PR shall propose a detailed plan ("the Detailed Transfer Plan") for the gradual transfer of all program implementation responsibilities to an entity nominated by the CCM and approved by the Global Fund. Based on the outcome of a Global Fund assessment of the new Principal Recipient, the Principal Recipient shall implement the Detailed Transfer Plan during the program implementation period. Furthermore, the PR shall ensure that during Year 3, national capacities at PMU level are strengthened in order to allow the transfer of capacities from an international to a national Chief Technical Advisor.

5. The disbursement or use of Grant funds to fund the activities of the CCM is subject to:

a. delivery by the CCM to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, of fulfillment of the conditions for such funding as set out in current policies of the Global Fund;

b. delivery by the CCM to the Global Fund of an application for such funds, using the forms specified by the Global Fund; and

c. approval of the Global Fund of such application.

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 13b(1) of the Standard Terms and Conditions of this Agreement entitled "Periodic Reports," the Principal Recipient shall use the "On-going Progress Update and Disbursement Request", available from the Global Fund upon request.

E. ANTICIPATED DISBURSEMENT SCHEDULE

For the purposes of Article 6a. of the Standard Terms and Conditions of this Agreement, the anticipated disbursement schedule for the Program shall be semi-annual disbursements in accordance with article 13b. (1) starting from the Phase 2 Starting Date.

For the purposes of Article 6a of the Standard Terms and Conditions of this Agreement, the anticipated reporting schedule for the Program shall be quarterly in accordance with article 13b. (1) starting from the Phase 2 Starting Date.

F. PROGRAM BUDGET

The budget contained in the "Summary Budget" to this Annex A sets out the anticipated expenditures for the third, fourth and fifth year of the Program.

SUMMARY BUDGET

Country	THE REPUBLIC OF NIGER
Grant No.	NGR-506-G05-T
PR	United Nations Development Programme (UNDP)
Currency	EURO
Grant Cycle phase	Phase 2

Period Covered: from	P9	P10	P11	P12	P13	P14	P15	P16
Period Covered: to	1-Jul-08	1-Oct-08	1-Jan-09	1-Apr-09	1-Jul-09	1-Oct-09	1-Jan-10	1-Apr-10
	30-Sep-08	31-Dec-08	31-Mar-09	30-Jun-09	30-Sep-09	31-Dec-09	31-Mar-10	30-Jun-10

A- SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 3			Year 4			Total Year 4	Year 5	TOTAL Phase 2	%
		P9	P10	P11	P12	P13	P14				
1	Human Resources	150282	89320	89320	89320	79660	86660	79660	83960	343032	20%
2	Technical Assistance	0	2592	0	2592	0	2592	0	2592	5183	0%
3	Training	232904	180475	93216	68238	72128	254319	98124	63384	1265411	28%
4	Health Products and Health Equipment	34122	26837	0	0	34875	28347	600	63822	181503	3%
5	Medicines and Pharmaceutical Products	0	280180	0	0	280180	0	0	421048	701228	13%
6	Procurement and Supply Management Costs	3479	78952	3479	3479	3479	108741	3479	3479	5000	4%
7	Infrastructure and Other Equipment	167035	13720	0	0	180755	0	13720	0	14920	20%
8	Communication Materials	0	8580	0	0	8580	0	13660	0	40640	1%
9	Monitoring and Evaluation	32099	60125	60995	45573	32749	96210	32749	46747	183757	11%
10	Living Support to Clients/Target Population	38142	38142	38142	38142	38767	38767	38767	155068	460203	8%
11	Planning and Administration	46438	40853	60228	42658	50603	43117	57477	43117	146147	9%
12	Overheads	27193	27193	27193	108771	25313	25313	25313	101252	56643	5%
13	Other	2616	4750	4750	16967	3916	4192	3594	15196	10000	1%
	TOTAL*	734289	852019	377924	319954	341390	1136886	339764	308261	1189513	100%

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

#	Macro-category	Objectives	Service Delivery Area	Year 3			Year 4			Total Year 4	Year 5	TOTAL Phase 2	%		
				P9	P10	P11	P12	P13	P14					P15	P16
1	TB Treatment	1.1	Improving diagnosis	49775	14920	0	0	64696	34875	42067	600	77542	5%		
1	TB Treatment	1.2	Improving diagnosis	191536	114852	26742	26742	369872	26742	93797	26742	174024	10%		
1	TB Treatment	1.3	Standardized treatment, patient support and patient charter	3479	359993	3479	3479	370430	10240	529789	3479	546987	19%		
1	TB Treatment	1.4	Standardized treatment, patient support and social mobilization	38142	38142	38142	38142	152568	38767	38767	38767	155068	5%		
2	TB Detection	2.1	ACSM (Advocacy, communication and social mobilization)	74208	50412	63742	53741	242104	43552	48987	58651	199977	8%		
2	TB Detection	2.2	ACSM (Advocacy, communication and social mobilization)	4589	4589	12254	4589	26020	4939	4939	12605	4939	60426	3%	
2	TB Detection	2.3	ACSM (Advocacy, communication and social mobilization)	24315	32359	1721	1721	60116	22115	17258	19332	1721	74773	3%	
2	TB Detection	2.4	ACSM (Advocacy, communication and social mobilization)	0	12776	41672	12776	67224	0	49221	12776	12776	154575	3%	
3	TB/HV Collaborative Activities	3.1	Supportive environment: Program management and administration	0	45687	7311	0	52999	0	86322	0	86322	201820	4%	
4	TB- Supportive Environment	4	Supportive environment: Program management and administration	272963	94172	105940	102090	575164	100524	147317	107505	462790	434785	1472739	26%
4	TB- Supportive Environment	5	Supportive environment: Program management and administration	75282	84118	76920	76920	312993	59636	78821	59307	63507	198947	14%	
	TOTAL*			734289	852019	377924	319954	2284186	341390	1136886	339764	308261	1189513	100%	

To add additional rows, right click the row number (Row 38 in a blank template) to the left of the row above the row for TOTAL and select copy, then over the same number, right click again and select Insert Copied Cells. **WARNING:** Inserting Rows without copying a row as described above will cause the formula in the columns to become invalid and will mean the overall information will be inaccurate.

C. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY (If known by Grant signature line)

#	PR/ SR	Name	Type of Implementing Entity	Year 3			Year 4			Total Year 4	Year 5	TOTAL Phase 2	%		
				P9	P10	P11	P12	P13	P14					P15	P16
1	PR	PNLD	UNDP	243659	501062	97954	97707	940382	115545	667932	80341	84541	288959	39%	
2	SR	PNLT	Ministry of Health (Mh)	490630	350957	279970	222246	1340303	225845	468954	258923	1177343	903554	3424700	61%
			Please Select ...	0	0	0	0	0	0	0	0	0	0	0	
			Please Select ...	0	0	0	0	0	0	0	0	0	0	0	
			Please Select ...	0	0	0	0	0	0	0	0	0	0	0	
			Please Select...	0	0	0	0	0	0	0	0	0	0	0	
				734289	852019	377924	319954	2284186	341390	1136886	339764	308261	1189513	5360000	100%

To add additional rows, right click the row number (Row 50 in a blank template) to the left of the row above the row for TOTAL and select copy, then over the same number, right click again and select Insert Copied Cells. **WARNING:** Inserting Rows without copying a row as described above will cause the formula in the columns to become invalid and will mean the overall information will be inaccurate.

* The sum of all three breakdowns should be equal (A- Budget Line-Item, B- Program Activity, C- Implementing Entity).
 ** For the purposes of this report, the SDA Program management and administration should be included in the Supportive Environment Macro Category.

Performance Framework Year 3&4: Indicators, Targets, and Periods Covered

TB

Program Details

Country:	NGER
Disease:	TUBERCULOSIS
Grant number:	NGR 506-081-T
Principal Recipient:	UNDP-Niger

A. Periods covered and dates for disbursement requests and progress updates

Period Covered: from	Period 9	Period 10	Period 11	Period 12	Period 13	Period 14	Period 15	Period 16
1-Jul-08	1-Oct-08	1-Jan-09	1-Apr-09	1-Jul-09	1-Oct-09	1-Jan-10	1-Apr-10	07-Apr-10
30-Sep-08	31-Dec-08	31-Mar-09	30-Jun-09	30-Sep-09	31-Dec-09	31-Mar-10	30-Jun-10	30-Jun-10
Date Progress Update due (monthly 45 days after end of period)	14-Nov-08	14-Feb-09	15-May-09	14-Aug-09	14-Nov-09	14-Feb-10	15-May-10	14-Aug-10
Disbursement Request ? (Y/N)	N	Y	N	Y	N	Y	N	Y

Annual Report Due Date:	15-Feb-09	15-Feb-10
Audit Report Due Date:	30-Jun-09	30-Jun-10

B. Program Goal, impact and outcome indicators

Contribute to the reduction of tuberculosis morbidity and mortality rates within the scope of reducing poverty and famine as well as combating the emergence of HIV/AIDS

Impact / outcome indicator	Indicator	Baseline		Targets					Comments*
		Value	Year	Year 1	Year 2	Year 3	Year 4	Year 5	
Impact	TB incidence rate (Estimated number of TB cases occurring per year per 100,000 population)	150	2004	NTCP/WHO	164	164	-	130	Targets based on WHO estimates (PNTL planned to organize survey for TB incidence)
Impact	New smear TB postal incidence rate (per 100,000 inhabitants)	73	2007	NTCP	73	73	-	65	Targets based on WHO estimates (PNTL planned to organize survey for TB incidence)
Outcome	Treatment success rate (% of new smear positive TB cases that successfully complete treatment) and the new smear positive TB cases registered under treatment)	60%	2004	NTCP	65%	77%	82%	85%	Targets for year 2-5 have been revised based on results achieved during year 1 (75%)
Outcome	Case collection (% of new smear positive TB cases registered number of new smear positive cases country wide)	43%	2004	NTCP	43%	58%	68%	70%	Targets for year 2-5 have been revised based on results achieved during year 1 (54%)
Outcome	% of all newly registered new smear-positive TB patients who are HIV positive among all newly registered new smear-positive TB patients	19% (among newly registered new smear-positive TB patients)	2006	NTCP	1647/109	1747/96	2.3%	2.3%	Baseline data on 2005 was estimated 19% (based on 5321 new-smear positive cases in period July 06 - July 07, 333 of whom accepted testing, and 64 were HIV+). Target based on WHO estimates (WHO Report 2008 Global Tuberculosis Control). Survey results will be available by Q4. Targets will be set once baseline is established in Q3.

* please specify source of measurement for indicator in case different to baseline source

C. Program Objectives, Service Delivery Areas and Indicators

Obj. No.	Objective description	Periodical targets for year 3 & 4											
1.	Improve quality of tuberculosis case management by increasing the treatment success rate for TBs who test positive for pulmonary tuberculosis (TPM+), from 65% (2004) to 85% (2010)	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20
2.	Improve the TB case screening rate from 42.7% in 2004 to 70% in 2010	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20
3.	Clearly manage TB-RV co-infection cases in 42 districts in order to ensure an increase in case management from 0% in 2005 to 50% in 2010	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20

Obj / Indic. No.	Service Delivery Area	Indicator	Baseline (if applicable)		Phase 1		Periodical targets for year 3 & 4												Year 5	Directly affected (Y/N)	Baseline included in targets (Y/N)	Targets cumulative Y-over program term (Y-over program term)	Comments
			Value	Year	Source	Targets	Value	Year	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16							
1.1	Standardized treatment, patient support and patient charter	No. of health service centres strengthened to carry out TB case management activities according to DOTS guidelines.	63	2004	RAR TB system, yearly management report	350	284	350	425	450	500	550	600	650	700	700	Y	Y	Y-over program term	Error in baseline in attachment 1-42 has been corrected. By end of year five 700 health facilities (63 existing and 667 new) will be supported. These facilities include the health service centres. Strengthening measures include training of staff, providing lab equipment, anti-TB drugs, IEC materials.			
1.2	Standardized treatment, patient support and patient charter	No. and % of DOTS centres with no stock outs of drugs for the patients under treatment during the last period (no drug for one day and any (molecule))	63/63 (100%)	2004	Health service statistics	413	281/294 (99%)	350/350 (100%)	425/425 (100%)	450/450 (100%)	500/500 (100%)	550/550 (100%)	600/600 (100%)	650/650 (100%)	700/700 (100%)	700/700 (100%)	N	Y	Y-over program term	Indicateur 1.5 renvoie le nombre et pourcentage des centres DOTS avec des ruptures de médicaments. Le décompteur de cet indicateur doit être le même que le nombre de centres DOTS fonctionnels de l'indicateur 1.1.			
1.3	Standardized treatment, patient support and patient charter	No. of patients receiving support for income generating activities after completion of treatment	0	2004	Health service statistics	500	300	625	750	875	1000	1125	1250	1375	1500	2000	Y	Y	Y-over program term	Le PNTL envisage d'appuyer 500 patients par an (déclarés par les centres de santé) en matière de génériques de revenus à partir de ANZ. La responsabilité sera assurée par les centres correspondants.			
1.4	Standardized treatment, patient support and patient charter	No. and % of new smear + TB cases registered under DOTS successfuly treated	60% (2828/48 81)	2004	RAR TB system, yearly management report	3198 (65% of 4917)	2089/2773 (75.00%)	993 (80% of 1247)	1987 (80% of 2477)	2980 (80% of 3707)	3974 (80% of 4967)	1349 (82% of 1645)	2697 (82% of 3290)	4046 (82% of 4935)	5384/6573 (82%)	6042/7109 (85%)	N	N	Y-cumulative annually	Targets for year 3 (O3-O12) are based on cases selected during year 2 (O3-O8). Targets for year 4 (O3-O8) are based on cases selected during year 3. Results will be assessed against the actual number of cases registered on treatment during year 2 and 3.			

